

## EMPLOYMENT AGREEMENT

**This Agreement should be used when a MORC Consumer hires another person to provide services**

This is an Employment Agreement ("the Agreement") between you, \_\_\_\_\_,  
as Employee, me, \_\_\_\_\_ as Employer dated \_\_\_\_\_.

**You and I agree to the following:**

1. You understand that I must take part in self-determination for me to employ you. If I no longer take part in self-determination, you may no longer be employed.
2. You will help me by providing the services outlined in Attachment "A" and follow the terms of this Agreement.
3. You will help me to prepare and keep the paperwork and records that I need or are needed by MORC, Inc. You will complete all paperwork so that necessary payroll deductions may be taken from your pay.
4. You will keep confidential all records that you may have or that you help me keep. You understand that any of my records that you may have or see are my property and must be returned to me when your employment ends.
5. You will complete illness and incident reports whenever I ask or MORC, Inc. asks you to.
6. You understand that you will help me in filing a Rights complaint if I ask you to do so. You also understand that you have a responsibility to report any Rights violations that you are aware of or any potential abusive or neglectful situations you observe. You understand that you may be asked to cooperate with an investigation or help me in exercising my rights.
7. You will call 911 and immediately notify \_\_\_\_\_ if I have any medical emergency or illness. You will notify that person before taking me to the doctor or hospital if it is an emergency.
8. You will take part in any meetings, if I ask.
9. You will let me know if you own or control a business or agency receiving funds from Medicare/Medicaid. Also, you will let me know if you have been charged or convicted of any fraudulent activity related to State or Federal funds.

10. You will follow all of the rules and regulations required of someone providing support to me. Also, you agree that you have received the following rules and regulations:

1. Recipient Rights booklet. You will receive Recipient Rights training within 30 days of hire, and renew it every year.
2. Attachment "A" to this Agreement that outlines the services you will provide me, and the rules you will follow.
3. My directions as to my health care. This may be in the form of a Durable Power of Attorney or Patient Advocate form. You agree to follow my directions.
4. *If MORC, Inc. has any policies and/or procedures the employee needs to be aware of, they should be given to the Employee (grievance procedure, on call pamphlet). If there are required time cards or other documentation, the employee must fill out and return to the fiscal intermediary to verify their hours that should be given to the employee and those requirements should be put into this Agreement.]*

11. You agree, and I will make sure that:

1. You are at least 18 years of age;
2. You are able to prevent the spread of any disease from yourself to me or others in the area where you are providing services to me, and that you have received training in either blood borne pathogens or infectious disease control, as required;
3. You are able to communicate expressively and receptively in order to follow my plan requirements and my emergency procedures and report on the services performed for me;
4. You are in good standing with the law (i.e., you are not a fugitive from justice, a convicted felon or an illegal alien), as verified through a criminal background check; and
5. You can perform basic first-aid procedures and will maintain current certification in CPR and First Aid.

12. You understand that you are an at-will employee, which means that either of us can end your employment at any time with a reason or for no reason. However you agree to give me five (5) days written notice if you need to end your employment.

13. You understand that although your paycheck will be prepared by another person who handles the money to pay your wages (a fiscal intermediary), that person is only acting as a financial administrator of my budget and funds and is not your employer.

14. You agree to hold the fiscal intermediary harmless in his or her role as a financial administrator of my budget/funds and also agree that I am your only employer.

15. You understand that MORC Inc.'s role is that of self-determination administrator and that MORC Inc. is not your employer. You agree to hold MORC, Inc. harmless for their role as self-determination administrator.

16. You will be paid \$ \_\_\_\_\_ an hour for the services which you perform.

17. I will provide you with:

- No benefits

- These employee benefits: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. I will provide my fiscal intermediary with the necessary paperwork to make sure you are paid on time.

19. I will let you know if your services are good or could be done better so that I am getting good services and we understand each other.

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Guardian/Representative)

\_\_\_\_\_  
(Employer)

cc: all parties to contract, Central Records

ATTACHMENT A

EMPLOYEE DUTIES

You understand and agree to provide the following services as checked or otherwise noted, and that funding for some of these services may be through another source:

Housekeeping Services

Hygiene Assistance

Maintenance

Home Health Assistance

Budgeting Assistance

Cooking

Community Integration

Transportation

Vocational Support

Other (briefly describe services): \_\_\_\_\_

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Special instructions (if any): \_\_\_\_\_

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## RULES

(Rules about smoking, eating, phone use, etc. can be written here.)

**Note regarding the 42CFR431.107 Agreement:**

**USE OF MEDICAID FUNDS**

Medicaid is the primary financing source for most services and supports through the public mental health system in Michigan. In Michigan, local CMHSPs are Medicaid specialty prepaid health plans, and function as managed care organizations. Since Medicaid funds are being used, there must be a separate agreement in place between each provider furnishing services and the CMHSP acting as a Pre-Paid Health Plan (PHP). This agreement called a **42CFR431.107 AGREEMENT** contains a set of stipulations that must be made to the CMHSP. The provider agrees to: 1) Keep records of its delivery of services; 2) Make those records available for review at the request of the CMHSP; 3) Disclose financial ownership interest in related Medicaid-financed provider entities; and 4) Provide for ways to assure consumers of services of its policies related to the consumer's right to refuse treatment. These stipulations are described in federal regulations at 42 CFR 431.107 and other sections of the Code of Federal Regulations as referenced therein. This agreement does not substitute for either the self-determination agreement, or employment agreements and purchase of services agreements, nor does it involve the same sorts of obligations that exist between the individual and their providers of services. It, likewise, does not obligate the CMHSP as a party to the agreements for receiving services and supports between the individual and chosen providers.

This excerpt taken from:  
Michigan Department of Community Health  
Self-Determination Technical Advisory  
Choice Voucher System

## 42 CFR 431.107 AGREEMENT

The parties to this contract are MORC, Inc. "herein referred to as the Host Agency",  
and \_\_\_\_\_ "herein referred to as Provider".

The purpose of this agreement is to define the roles and responsibilities of the above named parties. This agreement shall remain in effect until such time it must be terminated or modified. Any party can initiate a termination or modification, by providing written notice to the other of the desire to terminate or modify this agreement.

The Host Agency agrees to the following:

- 1) Upon receipt of this agreement, to certify the Provider as available to provide services to individuals who receive services and supports through arrangements authorized by the Host Agency or one of its subcontractors, and financed through Michigan's Medicaid Specialty Pre-paid Mental Health Plan where the individual is seeking or requesting services and/or supports in accordance with their person-centered plan.

The Provider Agrees to the following:

- 1) To keep any records necessary to disclose the extent of services the provider furnishes to recipients of services.
- 2) On request, to furnish any information maintained under paragraph (1) of this section and any information regarding payments claimed by the Provider for furnishing services under the person-centered plan to the Host Agency, the State Medicaid Agency, the Secretary of the Department of Health and Human Services or the State Medicaid fraud control unit.
- 3) To comply with the disclosure requirements specified in 42 CFR 455, subpart B, as applicable.
- 4) To comply with the advance directives requirements specified in 42 CFR 489, Subpart 1 and 42 CFR 417.436 (d), as applicable.

Both parties expressly acknowledge that the sole purpose of this agreement is to assure compliance with 42USC 1902 (a)27. Further both parties recognize and reaffirm that the Host Agency is not the employer of the Provider of Services, and that the Participant is the sole employer of the Provider of Services.

This agreement sets forth the entire understanding between the parties with respect to the subject matters, and supersedes any and all other agreements, either oral or in writing between the parties, pertaining to these matters. No change or modification of the terms of this agreement is valid unless it is in writing and signed by the parties.

The parties agree to terms and conditions of this agreement as specified on the foregoing pages, and so signify by affixing their signatures below.

\_\_\_\_\_  
Self-Determination Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Agency/Individual

\_\_\_\_\_  
Date